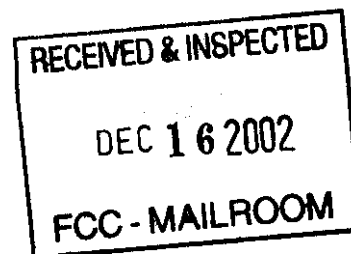


DOCKET FILE COPY ORIGINAL

MIDDLE PENINSULA JUVENILE DETENTION COMMISSION  
MERRIMAC CENTER  
9300 Merrimac Trail, Williamsburg, Virginia 23185  
Phone (757) 887-0225 FAX (757) 007-0340



December 13, 2002

Letter of Appeal  
Federal Communications Commission  
Office of the Secretary  
9300 East Hampton Drive  
Capitol Heights, MD 20743

Thomas A. Snyder  
9300 Merrimac Trail  
Williamsburg, VA 23185  
Phone: (757) 887-0225  
Fax: (757) 887-0340  
E-Mail [tsnyder@merrimac-center.net](mailto:tsnyder@merrimac-center.net)

Dear Madam or Sir,

This letter of appeal is being submitted in accordance with the guidelines on the Schools and Libraries website and corresponds with the specific requested information:

- Identify which FCD Letter you are appealing: Funding Commitment Decision Letter, dtd April 24, 2002
- Applicant Name: Merrimac Center, Thomas A. Snyder
- Farm 471 Application Number: 292735
- Billed Entity Number: 209234
- Identify the particular Funding Request Number (FRN) that is the subject of your appeal: 749591
- Re: CC Docket Nos. 96-45 and 97-21

New information has been provided to us regarding the use of an existing contract as a "bid" for Form 470 filing. According to the information provided, the FCC made a ruling on November 4, 2002 that allows the use of an existing contract as a bid. We are re-appealing this funding request based upon the new ruling.

■ Explain your appeal to the SLD:

- FRN 749591: Funding Commitment Decision Explanation: The circumstances surrounding the tiling of the Form 470 associated with this funding request violated the intent of the bidding process.
- Appeal: The funding request mentioned above was submitted for our facility's telephone system maintenance contract. This very same funding request was approved in Funding Year Three on FRN: 328422. Funding Year Four we were denied on FRN: 599166, which we planned to appeal, but missed the appeal deadline. Again, in Funding Year Five we've been denied funding on FRN: 749591.

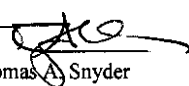
The service maintenance agreement covers all of the components which comprise our facility's digital telephone system. The phone system was under warranty for the first year of its use beginning 08/18/1997. The non-warranty period began 10/01/98. We filed a Form 470 590010000263742 for our first submission of this request in Funding Year Three (which was approved). Following the submission of this Form 470 we waited the 28 day waiting period, we evaluated other service providers and determined this contract best suited our needs. Subsequently we used the existing contract as the bid. This holds true until today.

Attached is a copy of our telephone maintenance contract with Sprint. The contract, K98-015, remains effective until 9/30/03.

Also attached is a letter from our Sprint Account Executive stating no more than 15% of the contract's cost goes toward telephone handset maintenance.

Please feel free to contact me with any questions you may have concerning this appeal.

Respectfully,

  
Thomas A. Snyder  
Assistant Director-Support Services

2 Attachments

1 - Sprint Contract Number K98-015

2 - Sprint Contract Clarification Statement, dtd May 21, 2002

No. of Copies rec'd \_\_\_\_\_  
List ARCDE \_\_\_\_\_



## CENTRAL TELEPHONE COMPANY OF VIRGINIA

K98-015

## SERVICE AGREEMENT

Main Tel # \_\_\_\_\_

W O NO. \_\_\_\_\_

K98 BURROWS

QTY	EQUIPMENT DESCRIPTION	QTY	EQUIPMENT DESCRIPTION
1	Meridian Norstar		
	Per The Attached Schedule A		

**SERVICE OPTIONS:** The CUSTOMER will select one of the service and payment options set forth below by placing a check mark in the appropriate space.

☐

**REGULAR FULL SERVICE:** Service will be provided during the hours 8:00 a.m. to 5:00 p.m. Monday through Friday (including holidays).

During the initial term of the Agreement, the charge for Regular Full Service will be a monthly fee of \_\_\_\_\_ (or at the option of the CUSTOMER a single annual fee of \$ \_\_\_\_\_). After the initial term of this Agreement, the monthly fee will be subject to adjustment upon thirty days' written notice to the CUSTOMER.

☐

**REGULAR WITH LIGHTNING DAMAGE REPAIR SERVICE:** CUSTOMER agrees to pay a LIGHTNING DAMAGE REPAIR RATE in

addition to the REGULAR FULL SERVICE or EXPANDED FULL SERVICE RATE for a monthly fee of \_\_\_\_\_ (or at the option of the customer, single annual fee of \$ \_\_\_\_\_). This service will be automatically renewed at current rates as long as a valid service agreement is in effect.

☐

**EXPANDED FULL SERVICE:** Service will be provided twenty-four hours per day, seven days per week (including holidays). During the initial term of this Agreement, the charge for Expanded Full Service will be a monthly fee of \$ 188.83 (or, at the option of the

CUSTOMER a single annual fee of \$ 2,265.94). After the initial term of this Agreement, the monthly fee will be subject to adjustment upon thirty days' written notice to the CUSTOMER.

☐

**EXPANDED WITH LIGHTNING DAMAGE REPAIR SERVICE:** CUSTOMER agrees to pay a LIGHTNING DAMAGE REPAIR RATE in

addition to the REGULAR FULL SERVICE or EXPANDED FULL SERVICE RATE for monthly fee of \$217.15 (or at the option of the CUSTOMER, single annual fee of \$ 2,605.83). This service will be automatically renewed at current rates as long as a valid service agreement is in effect.

The monthly or annual fee does not include any sales, use, excise, property, or other tax; any applicable taxes will be added when the monthly or annual billing is issued.

METHOD OF PAYMENT: ☐ MONTHLY ☐ ANNUAL BILLED QUARTERLY IN ADVANCE

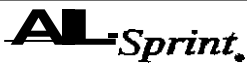
The initial term of the Agreement will be for the period beginning October 1, 1998 and continuing through September 30, 2003 (subject to possible early termination for the reasons set forth on page two of this Agreement). Thereafter, this Agreement will continue on a monthly basis until notice of termination is given by either party by Certified Mail as provided under Article 3 of the terms and conditions on page two of this Agreement.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS ON PAGE TWO OF THIS AGREEMENT.

COMPANY CENTRAL TELEPHONE COMPANY OF VIRGINIA

CUSTOMER

Middle Peninsula Juvenile Detention CommissionPrint Name: G.B. PENDLETONPrint Name: John McDonaldBY: G.B. PendletonBY: John S. McDonaldTitle: General ManagerTitle: CommissionerDate: 9/10/97Date: Aug 25, 1997



**SCHEDULE A**  
**LIST OF EQUIPMENT**

Middle Peninsula Juvenile Detention Commission  
9300 Merrimac Trail  
Williamsburg, VA 23185.

Middle Peninsula Juvenile Detention Commission  
9300 Merrimac Trail  
Williamsburg, VA 23185.

QTY	DESCRIPTION	SALES ORDER #
1	Norstar Modular Integrated Communications Sys. (ICS	43136A
1	Norstar Modular ICS Release 1/Centrex Software.	435WFA
1	Norstar Modular ICS Fiber 6 Port Expansion Cartridge	435WMA
1	Norstar Fiber Trunk Module.	435WPA
1	Norstar Fiba Station Module.	435WTA
1	EDCO Mod TS 1200 AC Srg Prot. Mod 12 Grnd Win,	984177
1	EDCO Modular 12 Ground Window 15 AMPS	561036
6	TSP - 200 Secondary Protection Module	E568191
2	Norstar LS/DS Analog Trunk Cartridge.	435WJA
1	Remote Access Device.	435LCA
		477903/
7	M8001 Basic S/L Set - Black	AD409763
15	M7310 Feature Set - Ash.	435DGA
8	Analog Terminal Adapter.	435DMA
2	M7324 Expanded Set - Black (A0397265)	435DJA
2	Key Lamp Module - Black	435DVA
1	StarTalk Flash 2	450EJA
	System Administration	
1	Norstar Manager for Windows 3.1.	435VEA
	UPS (2 hour)	
1	MinuteMan UPS XRT600	984865
1	MinuteMan XRT BP1	984863

QTY	DESCRIPTION	SALES ORDER #
-----	-------------	------------------

Customer Signature:

Typed Name: John McDonald

Title: Commissioner



1710 East Parham Road  
Richmond, VA 23228  
Telephone: 804-261-9388  
Fax: 804-261-9356

May 21, 2002

Mr. Tom Snyder  
MERRIMAC CENTER-Middle Penn Juvenile Detention Center  
9300 Merrimac Trail  
Williamsburg, VA 23185

Dear Mr. Snyder:

As per our conversation earlier today, Sprint does not break down maintenance pricing on a line item basis. However, I can guarantee you that the phone sets themselves comprise no more than 15% (if that much) of the total maintenance price. I hope this information serves your purpose as it relates to the erate-funding program.

Regards,

A handwritten signature in black ink, appearing to read "Tim Patterson", with a stylized flourish at the end.

Tim Patterson  
Account Executive